

SPECIALIZED TREATMENT FACILITY

14426 James Bond Road, Gulfport, MS 39503 Phone(228)328-6000 Fax(228)328-6035

STF RFQ - 06.2016.IC.005

Child-Adolescent Psychiatrist/Medical Director

1. Introduction

The Specialized Treatment Facility (STF) will accept Statement of Qualifications (SOQ) until 12:00 pm, July 22, 2016 for the purpose of awarding a contract to a part-time Board Certified Child-Adolescent Psychiatrist or a Psychiatrist who has successfully completed a child-adolescent psychiatry fellowship program to serve as Medical Director coordinating medical services and directing resident treatment and Primary Collaborating Physician to the full-time MH Nurse Practitioner.

2. Purpose

The STF seeks to contract with a Child-Adolescent Psychiatrist to serve as Medical Director coordinating medical services and directing resident treatment and Primary Collaborating Physician to the full-time MH Nurse Practitioner. The successful independent contractor shall provide on-site psychiatric care including, but not be limited to, admission, assessment, diagnoses, management, and treatment of adolescents with serious mental illnesses.

The contract to be awarded will be for the term of September 1, 2016-June 30, 2018 with an option to renew for three additional years.

3. <u>Compensation and Hours Worked</u>

The successful independent contractor shall provide on-site child-adolescent psychiatric services at \$250 per hour up to 20 hours per week on-site and provide on-call services at \$1,000 per month.

Potential Annual Value of Contract

9/1/16-6/30/17 – on-site up to 20 hours/week for 44 weeks = \$220,000 9/1/16-6/30/17 – on-call for 10 months = \$10,000

7/1/17-6/30/18 – on-site up to 20 hours/week for 52 weeks = \$260,000 7/1/17-6/30/18 – on-call for 12 months = \$12,000

Option to Renew for Three Years

7/1/18-6/30/19 – on-site up to 20 hours/week for 52 weeks = \$260,000 7/1/18-6/30/19 – on-call for 12 months = \$12,000

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7/1/19-6/30/20 – on-site up to 20 hours/week for 52 weeks = $260,000 7/1/19-6/30/20 – on-call for 12 months = $12,000 7/1/20-6/30/21 – on-site up to 20 hours/week for 52 weeks = $260,000 7/1/20-6/30/21 – on-call for 12 months = $12,000
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4. How to Submit a Statement of Qualifications

A Statement of Qualifications and supporting credentials to serve in this capacity should be contained in a sealed envelope and mailed or hand delivered to the STF Human Resources, 14426 James Bond Road, Gulfport, MS, 39503. For more information, contact Kim Peterman at kpeterman@stf.ms.gov or 228-328-6000.

5. Background

- a. STF is a Psychiatric Residential Treatment Facility operated by the Mississippi Department of Mental Health and is located in Harrison County approximately 1.3 miles south of Highway 53 off of County Farm Road.
- b. STF began providing services in 2004. The program includes seven (7) buildings comprised of an administrative and maintenance buildings, three (3) residential buildings, as well as a school and gym.
- c. STF is licensed for 48 beds and serves 13-18 year olds, males and females, with a primary diagnosis of mental illness and possible secondary diagnosis of substance use.
- d. STF is licensed, accredited, and certified as a:
 - PRTF MS Division of Medicaid
 - PRTF MS Department of Health
 - Behavioral Health Care Program Joint Commission
 - Non-Public, Special School MS Department of Education
 - Alcohol and Drug Treatment Provider MS Department of Mental Health

6. Definitions

- a. RFQ Request for Qualifications
- b. SOO Statement of Qualifications
- c. Respondent An individual that submits or intends to submit a proposal in response to this Statement of Qualifications
- d. STF Specialized Treatment Facility
- e. JC Joint Commission
- f. Must/Mandatory/Required A requirement that must be met in order for a proposal to receive consideration.
- g. Contract The written agreement resulting from this Request of Qualifications/ Statement of Qualifications executed by STF and the independent contractor.
- h. Independent Contractor An individual with which a written agreement is executed.

7. Minimum Qualifications

a. Education

Graduation from a school of medicine accredited by the Liaison Committee on Medical Education (LCME);

OR

Graduation from a school of medicine accredited by the American Osteopathic Association's Commission on Osteopathic College Accreditation (COCA)

OR

Graduation from a foreign medical school and certification by the Educational Commission for Foreign Medical Graduates (ECFMG) or equivalent;

AND

Board certification in child-adolescent psychiatry or successful completion of a child-adolescent psychiatry fellowship program which is accredited by either the Accreditation Council for Graduate Medical Education (ACGME) or the American Osteopathic Association;

b. Degree, License, and Registration

- i. Doctor of Medicine (MD) degree or a Doctor of Osteopathy (DO) degree;
- ii. Current, unrestricted license to practice medicine as a physician in the State of Mississippi;
- iii. Current registration certificate issued by the Drug Enforcement Administration (DEA).

c. Credentials

Respondent must submit all required credentialing documents with the SOQ and completed Mental Health Medical Staff Application as well as those necessary for I-9 employment eligibility verification.

- d. Licensed Professional Staff Appointment and Privileges
 - i. STF Administrative Management Council will approve the applicant to the STF Licensed Professional Staff and forward a recommendation to the MS Board of Mental Health.
 - ii. MS Board of Mental Health must grant approval and privileges for the child-adolescent psychiatrist to work as an independent contractor at STF

8. Scope of Services

- a. Approve admissions and discharges:
- b. Conduct psychiatric evaluations within seven (7) days of admission;
- c. Assess, diagnose, treat, and manage psychiatric residents:
- d. Direct and coordinate care of psychiatric residents with an interdisciplinary team;
- e. Preside over treatment team meetings;
- f. Collaborate with the psychiatric nurse practitioner;

- g. Participate in quality assurance and performance improvement activities; and
- h. Abide by all of the STF Policies, DMH Policies, CMS Standards, Joint Commission Standards, DOH Standards, and the STF Licensed Professional Staff Bylaws.

9. Minimum Information a Statement of Qualifications Should Contain

- The name of the respondent, the location of the respondent's principal place of business and, if different, the place of performance of the proposed contract;
- b. Supporting credentials to serve as a Child-Adolescent Psychiatrist;
- c. The age of the respondent's business and average number of employees over a previous period of time, as specified in the RFQ; and
- d. A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the RFQ.

10. Evaluation of SOQ

- a. Credentials, Mental Health Medical Staff Application, References (weight 30%)
- b. Previous experience with inpatient adolescent psychiatric hospital or program (weight 25%)
- c. Actively treat adolescents with serious mental illness (weight 20%)
- d. Interview (weight 15%)
- e. Board certification (weight 10%)

11. Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

12. Availability of Funds

It is expressly understood and agreed that the obligation of the STF to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the STF, the STF shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the STF

of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

13. Procurement Regulations

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.mspb.ms.gov.

14. Compliance with Laws

Contractor understands that the STF is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

15. Stop Work Order

- a. Order to Stop Work: The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
 - b. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- i. the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,
- ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

16. Representation Regarding Contingent Fees

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

17. Representation Regarding Gratuities

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

18. Acknowledgment of Amendments

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the STF by the time and at the place specified for receipt of bids.

19. <u>Certification of Independent Price Determination</u>

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

20. <u>Prospective Contractor's Representation Regarding Contingent Fees</u> The prospective Contractor represents as a part of such Contractor's bid or

proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

21. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

22. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

23. Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a courtissued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract

website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

24. Trade Secrets, Commercial And Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

25. Paymode

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.